

The undersigned (hereinafter called "the undersigned," whether one or more than one),

Anaconda Aluminum Company.

for and in consideration of the payment of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, hereby grants to the Bonneville Power Administrator (hereinafter called "the Administrator") the option to purchase in the name of the United States of America (hereinafter called "the Government"), for the sum of Seventy-five Thousand

Tract NC-187: One Hundred and no/100 ----- Dollars (\$ 17.00.00)

perpetual easement, and right of way 125 feet in width, as now surveyed and staked in, over, upon and across that certain tract of land located in the S^{SE}₄ and part of the SE₁SW₁, Section 33, Township 31 North, Range 20 West, Montana Principal Meridian, Flathead County, Montana, as described in the instrument of record in Volume 399, Page 310, Deed Records of said county;

Tract NC-190, NC-191 and NC-192: Also, a perpetual easement and right of way, variable in width, as now surveyed and staked in, over, upon and across that certain tract of land located and described on Schedule "A" attached hereto and by this reference made a part hereof.

Page 1, together with the present and future right to top, limb or fell all growing and dead trees and snags (said trees and snags hereinafter collectively called "danger trees") located on land owned by the undersigned, adjacent to the above-described right of way, which could fall within 40 feet of the centerline or centerlines of the electric transmission facilities hereinafter described; provided, however, it is understood and agreed that (1) compensation for trees or snags within strips of land ~~XXXXXX RIGHT OF WAY XXXXXX STRIPS OF LAND XXXXXX RIGHT OF WAY OR THE~~

1/ (See reverse)

~~These~~ and contiguous to said right of way that (a) are danger trees at the date of exercise of this option (hereinafter called "present danger trees", or (b) become danger trees thereafter (hereinafter called "future danger trees"), is included in the purchase price herein agreed upon; and (2) the right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within a period of 3 years after all present danger trees have been cut from the strip adjacent to such additional danger trees, and the Government shall pay the person who is owner thereof at the date of their cutting (in addition to the purchase price herein agreed to) the market value of such additional danger trees prevailing at the date of their cutting under authority of the Government, such payment to be made within a reasonable period of time after they have been so cut.

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate and patrol one ⁽⁵⁾ line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary thereto, together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

If the Administrator shall elect to exercise this option and unless otherwise specified herein, (1) title to all brush, timber, or structures existing upon the right of way at the date of exercise of this option and to all present danger trees, shall vest immediately in the Government at said date; (2) all future danger trees cut pursuant to the terms hereof shall remain the property of the owner thereof on the date of their cutting, and (3) title to any additional danger trees shall vest in the Government upon their being cut pursuant to the terms hereof.

Also, the undersigned hereby offer(s) to convey to the Government and its assigns a permanent easement and right of way for the construction, operation, and maintenance of a road approximately 14 feet in width (with such additional widths as are necessary to provide for cuts, fills and turn-outs, and for curves at angle points) across the land of the undersigned.

The location of the centerline of the road right of way for which this easement is offered is as now located and staked on the ground or approximately located as delineated on the map prepared by the United States Department of the Interior, Bonneville Power Administration, Serial No. 138901 DTM-D, Road No. NC-AR-101-1 and NC-AR-101-2, to which reference is hereto made.

The access road easement and right of way will be granted for the following purposes, namely: the right to enter and to clear of timber, endangering trees, and brush (title to which shall vest in the Government at the date of exercise of this option); to build, cut, fill, level, grade, drain, surface, maintain, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over and across the land embraced within said right of way.

The undersigned will retain the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the undersigned, said right to be exercised in a manner that will not interfere with the use of the road by the Government, its employees, contractors, agents or assigns.

It is understood and agreed that if said road is damaged by the Government, its employees, contractors, agents or assigns, the Government or its assigns will, subject to the availability of appropriations, repair such damage.

It is further understood and agreed that the undersigned may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked provided the Administrator is also permitted to install his own lock thereon.

It is understood and agreed that the purchase price named herein shall be accepted by the undersigned as full compensation for all damages incidental to the exercise of any of said easements and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the Government as provided hereinabove.

This option shall continue in force for a period of six (6) months from the date hereof, and at any time within said period the Administrator shall have the right to exercise said option by giving the undersigned written notice of his determination so to do, such notice to be delivered to the undersigned either in person or by United States mail to the address (or addresses) given above. At any time within said period or at any time after having exercised this option, the Administrator, his employees, contractors, agents or assigns, may enter upon the land of the undersigned for the purposes of exercising any of the rights above-described, it being understood that in the event any of such rights are exercised prior to written acceptance of this option the Administration shall be deemed to have thereby finally exercised this option; PROVIDED, HOWEVER, that the Administrator, his employees, contractors, agents or assigns, may enter upon the land of the undersigned for the purpose of making surveys without being deemed to have exercised this option.

If the Administrator shall elect to exercise this option, he shall have a reasonable time to examine and approve title to the land affected and to prepare a conveyance of the easements and rights of way as herein provided for. The undersigned agrees that at such time as the Administrator may name thereafter, the undersigned shall execute and deliver to the Administrator a properly executed instrument of conveyance containing covenants of warranty whereby the above-described easements and rights of way are conveyed to the Government free from encumbrances, including current or past due taxes; provided that the Government shall pay the inspection and recording costs incidental to the release or subordination of mortgages or similar security in respect to the easement rights to be acquired, and shall pay the recording costs of the said instrument of conveyance; and the undersigned understands and hereby agrees that the purchase price above stated, less the cost of the internal revenue stamps, will be paid upon the delivery and recordation of such conveyance. The abstract or certificate of title required in this transaction will be furnished by the Government at its expense. THE CONSIDERATION NAMED HEREIN COVERS BOTH THE INTEREST OF THE OWNER AND THAT OF THE LESSEE, IF ANY.

This option shall be binding upon the undersigned, his heirs, successors and assigns and inures to the benefit of both the Government and its assigns and the easement rights may be exercised by the Government or its assigns through their respective employees, agents or contractors.

It is further agreed that in the event the Administrator determines for any reason to acquire title to the above-described easements in the name of the Government by condemnation proceedings, then the compensation to be claimed by the undersigned for said easements and the award to be made therefor in said proceedings shall be the amount of the purchase price herein agreed upon, and this agreement may be filed in said proceedings as a stipulation fixing the fair market value of said easements and danger tree rights, if any.

Access roads NC-AR-101-1 and NC-AR-101-2 may be used for access to and from said transmission line and any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

The Government shall have the right, in connection with the maintenance of such part of the right-of-way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings.

1/ DANGER TREE STRIP(S):

Width in Feet Side of R/W

From

To

13	Northerly	Opp. SS 5531+27	Opp. SS 5532+40
28	Northerly	Opp. SS 5532+40	Opp. SS 5537+00
18	Northerly	Opp. SS 5546+75	East line, Sec. 33, T 31 N, R 20 W, MPM
28	Southerly	Opp. SS 5531+45	Opp. SS 5536+15
18	Southerly	Opp. SS 5536+15	Opp. SS 5537+00
18	Southerly	Opp. SS 5547+40	East line, Sec. 33, T 31 N, R 20 W, MPM

This option also is subject to the conditions listed on Schedule "B" attached hereto.

No verbal agreements, express or implied, not specifically made a part of this option shall be binding upon either party.

The undersigned warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the undersigned for the purpose of securing business. For breach of violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless made with a corporation for its general benefit.

Dated this 27th day of January, 1967.

WITNESSES:

ATTEST:

[Signature]

ANACONDA ALUMINUM COMPANY

BY: James F. Smith
Vice Pres

PAYMENT APPROVED: \$

APPROVED AS TO FORM

BY: Joe Ltr of C. J. Hansen 1-5-67

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Schedule "A"

NC-190, 191 & 192

Anaconda Aluminum Company

31N-20W-34&35

30N-20W-3 & 2

A strip of land variable in width across the W1/2SE1/4, the SE1/4SE1/4 of Section 34, the SW1/4SW1/4 of Section 35, Township 31 North, Range 20 West, Principal Meridian, Lot 2, the S1/2NW1/4, the NE1/4SW1/4 of Section 2, and those portions of the W1/2SW1/4 of Section 2 and the east 120 feet of the NE1/4SE1/4 of Section 3, Township 30 North, Range 20 West, Principal Meridian, which lies north of the Great Northern Railway Company's right of way and south of the existing Conkelley Substation except that portion in the existing capacitor station. The boundaries of said strip lie 62.5 feet to the right and parallel with and 312.5 feet to the left of the survey line of the United States of America for its Bonneville Power Administration's Noxon-Conkelley No. 1 transmission line, described as follows:

Beginning in the north-south quarter section line of Section 33, said Township 31 North and Range 20 West at a point N5°30'E, 106 feet from the south quarter corner; thence,

S86°39'20"E, 412 feet; thence,

N79°37'10"E, 3982.5 feet; thence,

S82°29'30"E, 3228.7 feet; thence,

S31°29'30"E, 2159.8 feet; thence,

S13°59'20"E, 1564.4 feet; thence,

S0°26'40"E, 866.4 feet; thence,

S70°20'20"W, 811.1 feet; thence,

S87°33'10"W, 597.3 feet; thence,

N20°38'20"E, 329.5 feet to a point which is S70°02'44"E, 411.4

NC-190, 191 & 192

Anaconda Aluminum Company

31N-20W-34&35

30N-20W-3 & 2

feet from Monument "D", at the intersection of the substation base lines, which is N58°57'20"E, 1262.2 feet from the southwest corner of the NE1/4SE1/4 of said Section 3.

The bearings are referred to the Montana Coordinate System-North Zone.

Anything to the contrary notwithstanding, the foregoing Option for Electric Transmission Line and Access Road Easement shall be subject to the following conditions:

1. If the Administrator elects to exercise the option, the instrument of conveyance provided to the Government shall reserve to the owner, its successors and assigns:

(a) The perpetual right to keep, service, repair, replace and maintain those certain water lines or other facilities of owner now located within the described easement, or to be located therein in conjunction with owner's specified plans for the present expansion of its aluminum reduction plant, together with the perpetual right to enter upon such premises at all reasonable times, manners and places for the service, repair, replacement and maintenance of such facilities as may be required in the judgment of the owner; provided, however, the Government shall not be responsible for loss or damage to said installations or injury to the employees or agents of the owner other than as provided by the Federal Tort Claims Act (62 Stat. 982), as amended.

(b) All ores and minerals beneath the surface of the described easement, or contained therein or thereon, together with the right to mine and extract the same, provided that such mining or extraction shall be performed without impairment of surface support or the Government's use of said surface.

(c) all water, waters and water rights belonging to or appurtenant to the described easement.

(d) the perpetual right to discharge wastes, smoke, fumes, emanations or other materials or substances from owner's aluminum reduction plant or other metals processing plant adjacent to the described easement without liability to the Government or its assigns because of obnoxious odors, corrosion or damage of any kind to the premises or to any equipment, property, installations or plantings placed or made thereon by the Government or its assigns.

2. Said instrument of conveyance also shall contain these further provisions:

(a) That the easement is subject to all prior easements of record and/or all established roads or other rights of way.

(b) That if the location of the access road, or any portion thereof, shall hereafter interfere with or obstruct the operations of owner's aluminum reduction plant or related facilities, the Government shall relocate said road upon the request of owner; provided, however, owner shall first give the Government six (6) months' written notice of such request; and provided further, that if the owner owns or controls other lands upon which said road could be relocated without interference to owner's operations, owner shall provide, without cost, a similar easement to the Government for the relocation of said road across such other land.

(c) That if the premises granted by the easement shall cease to be used or maintained for use by the Government or its assigns for the purposes stated therein, the easement shall automatically terminate and the ownership of said premises, exclusive of any improvements or equipment placed thereon by the Government, shall thereupon revert to owner; provided, however, that in such event, the Government shall have a reasonable time within which to remove such improvements and equipment.